

Instrument Prepared by:

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Indexing Instructions

S11 and 12, T16N, R19E
Noxubee County, Mississippi

Pumpkin Creek Property Owners Association
Amended Restrictive Covenants and Conditions 2009

WHEREAS, the undersigned are owners of lots in that unrecorded subdivision in Noxubee County, Mississippi, known as Pumpkin Creek, the legal description of which is attached as Exhibit A, and the lots are currently subject to restrictive covenants and conditions imposed in the deeds from John B. Cunningham (the "Covenants"), and the owners desire to modify the Covenants, as they are entitled to do under the terms thereof, in order to secure to each owner the full benefit and enjoyment of his lot and any improvements, with no greater restriction on the free and undisturbed use of his lot than is necessary to insure the same advantages to the other lot owners; and

WHEREAS, the Pumpkin Creek subdivision is described on the legal description as attached Exhibit A and the copy of the plat which is described as Exhibit B, in Noxubee County, Mississippi. Notwithstanding any other provision of this instrument, the herein covenants shall apply only to the properties described in exhibits A and B attached hereunto.

NOW THEREFORE, in consideration of the purposes and benefits herein expressed and set forth, the undersigned owners, do hereby modify and amend the existing Covenants, and impose upon same and hereby makes the following declarations as to limitations, restrictions, covenants and uses to which the lots constituting Pumpkin Creek subdivision, and the development of Pumpkin Creek may be put, and hereby specifies that such declarations shall constitute covenants to run with all the land, as provided by law, and shall be binding upon all parties and all persons claiming under them, and for the benefit of and limitations on all future owners in Pumpkin Creek, this declaration of restrictions being designated for the purpose of keeping Pumpkin Creek desirable, uniform and suitable in design and use as specified herein:

Section I. Dwelling Quality and Size

Only a single family residence, with a minimum of 1,000 square feet of heated living and one guest house shall be located on the above said property. Neither the residence nor guest house shall be used for rental purposes. However, if the owner desires to relocate he may have the option to lease his residence to a single family, and in doing so, the lessee shall then be subject to these covenants.

Section II. Affected Acreage and Use of Land

1. All properties consisting of lots 1 through 29 as shown on the attached original plat shall be governed by said covenant. No business activity shall be conducted on any such property, except as a personal business operated strictly as a home base and not open to retail business visits by clientele.
2. No residential dwelling shall be constructed on said property nearer than ten (10) feet to the property line nearest the right-of-way or nearer than five (5) feet to any side lot line. For purposes of these restrictive covenants and conditions, eaves, steps and open porches shall not be considered as part of the building, provided however, that this shall not be construed to permit any such portion of a building to encroach upon another lot. In no case shall any building be located within any easement area shown on the subdivision plat.
3. No property shall be further subdivided or its boundaries changed in order to be used for residential purposes, except that it shall be permissible for any two adjacent lots facing in the same direction, or any parts thereof, to be combined. However, when combined, payments of dues shall still be for two individual lots as on the original plat. No lot shall be reduced in size unless the same is thereupon added to an adjoining lot as provided herein. No lot shall be reduced in size if such reduction results in a violation of the setback requirements of these restrictive covenants.
4. Only accessory buildings cosmetically comparable to the main dwelling shall be permitted on said property.
5. No structure, such as a trailer, tent, shack, barn, or other outbuilding shall be erected on said property at any time unless a family dwelling has been constructed or is in the process of being constructed, and then shall only be temporarily used as a dwelling for no more than six months. After a permanent dwelling has been constructed and inhabited, recreational vehicles, trailers and the like may be temporarily utilized on the property for no more than two consecutive weeks. However, after a dwelling has been completed, owners may store only their own RV's/camper trailers on the property. Mobile homes shall not ever be used for permanent or temporary dwellings under any circumstance.
6. Inoperative vehicles or appliances shall not be abandoned or stored on said premises.

Section III – Membership and Dues

1. All Pumpkin Creek property owners of lots 1 through 29 on the original plat are declared members of the Pumpkin Creek Property Owners Association and subject to the covenant and dues as established by the membership. For voting purposes each lot (1 through 29)

shall constitute one voting member and be entitled to one (1) vote on any matters considered at any called meeting. The Association shall derive its authority from these restrictive covenants and conditions and, except as provided herein, shall act at all times under and pursuant to the authority of a majority of its membership. Notwithstanding anything herein to the contrary, and provided all members have been given written notice (said notice to be considered sufficient if mailed to the street address of the lot owned by the membership at least ten (10) days in advance of the meeting date), a majority of the membership present or represented by proxy at any such meeting shall constitute a quorum for the transaction of business. The Association shall have the right to appoint and designate a Board of Directors consisting of not less than three (3) nor more than nine (9) members. Said Board of Directors shall act on behalf of the Homeowners Association and shall be subject at all time to the rules, regulations, powers and authorities as approved and established by the Association.

2. The Association is created and shall exist for purposes of enforcing the terms and provisions of these restrictive covenants and conditions specifically including the supervision, maintenance and control of annual assessments and collections thereof for payment of utility and maintenance expenses for road maintenance and boat ramp and right-of-way landscaping, if any. With respect to these duties and responsibilities, the Association shall be required to levy an annual assessment for lots 1 through 29 on the original plat for maintenance as the Association may deem necessary or appropriate.
3. Dues shall be assessed for each original lot on the plat and paid annually by October 1 and after 30 days of delinquency a late fee of \$25 per month shall be imposed. If dues become more than a year delinquent, then the Association may declare a lien on such property. Such assessment shall be due and payable to the Association or its designated Board of Directors.
4. For properties being offered for sale after the effective date of said covenant, the owner or owners of a lot and a subsequent grantee shall be jointly and severally liable for all unpaid assessments due and payable at the time of a conveyance.
5. The unpaid portion of an assessment which is due and delinquent shall be secured by a lien on the applicable lot effective and enforceable against the owner or owners of said lot, but the lien shall not have priority over claims of purchasers for value without notice unless and until appropriate lis pendens notice or other notice of lien has been filed in the Chancery Clerk's Office of Noxubee County, Mississippi. Such notice of lien shall also secure all assessments which come due thereafter until the claim of lien is satisfied, except that such lien shall be subordinate to prior bona fide liens of record.

Section IV – Nuisances.

1. No noxious or offensive activities shall be carried on upon said property, nor shall anything be done hereon tending to cause embarrassment, discomfort, annoyance, or nuisance to the neighborhood, nor diminish or destroy the enjoyment of other property in the neighborhood by the owners thereof. It shall be the responsibility of each lot owner to prevent the development of any unclean, unsightly or unkept conditions of his buildings or grounds which shall tend to substantially decrease the beauty of the property or the neighborhood as a whole. No lot shall allow accumulation of or be used or maintained as a dumping ground for rubbish, trash, garbage or other waste accumulated

- through normal residential use and the same shall not be kept except in sanitary containers. The Executive Committee by a majority vote shall make such determinations.
2. No livestock or poultry of any kind shall be raised, bred or kept on a lot except that dogs, cats and other household pets may be kept on any lot, provided they are not kept, bred or maintained for any commercial purposes.

Section V. Term of Restriction

All covenants, restrictions, and affirmative obligations set forth in these covenants shall run with the land and shall be binding on all parties and persons claiming under them for a period of twenty-five (25) years from the date hereof, after which time said covenants shall be automatically extended for successive periods of twenty-five (25) years unless an instrument is signed by a majority of the landowners who have acquired lots containing identical restrictions, agreeing to change said covenants in whole or part.

Section VI. Enforcement Provisions

1. In the event of a violation or breach of any of the restrictions contained herein, the Association or any owner shall have the right to proceed at law or in equity to compel a compliance with the terms hereof or to prevent the violation or breach of any Covenant. In that event, the Association may enforce collection of delinquent assessments by suit for judgment and enforcement of the lien or by any other competent proceeding and in either event, the Association shall be entitled to recover in the same action, suit or proceeding, the payments or late fees which are delinquent at the time of judgment or decree together with all other costs incident to the collection and the action, suit or proceedings, including all attorney's fees and expenses incurred by the Association as a result of such default by the lot owner or other such guilty judgment or decree for violations of said covenant by a lot owner. The failure to enforce any rights, reservations, restrictions or conditions contained and set forth herein, however long continued, shall not be deemed as a waiver of the right to do so thereafter as to the same breach, or as to a breach occurring prior or subsequent thereto, and shall not bar or affect its enforcement.
2. Invalidation of any of these covenants by judgment or court order shall in no wise affect any of the other covenants or restrictions which shall remain in full force and effect.

WITNESS the execution hereof as of November 7, 2009, as adopted by a vote of a majority of the lot owners of Pumpkin Creek Subdivision at a meeting called for that purpose.

MONROE BEAIRD

BEVERLY BEAIRD

DANNY MORRIS

PEGGY SHAW

MARION BOOTH

PHIL BROMLEY

MARIS BYRD

SHERRY COTTON

ARTIS LEE DAVIS

DEBORAH DUNCAN

RICHARD FORBES

HARRY FULTON

SCOTT GRISHAM

BILL KERSTETTER

CHRIS LAUDERDALE

AL MASSEY

DANNY MORRIS

JIM BORLAND

SAM BYRD

BRAD COHEN

G.W. CUNNINGHAM

PATRICIA DAVIS

GREG DUNCAN

MIKE FRIDLEY

LARRY FULTON

JOHN B HARDY, JR.

LESTER KING

JIM LAUDERDALE

JANET MASSEY

WILDA MORRIS

GORDON SHAW

PEGGY SHAW

FAYE SWAN

PAT SWAN

MICKEY WALKER

RICK WELCH

BURR WARNER

BARBARA WARNER

ETHEL WILLIAMSON

MARK WILLIAMSON

EXHIBIT A

Perimeter Description

Commence on the Southeast corner of the Northeast Quarter of Section 14, Township 16 North, Range 19 East, Noxubee County, Mississippi; run thence North 5,284.63 feet; thence East 719.72 feet to an iron stake North of road at POINT OF BEGINNING of this description; thence run North 85 degrees 38 minutes 24 seconds West for 163.37 feet; thence South 88 degrees 23 minutes 04 seconds West for 157.14 feet; thence South 76 degrees 47 minutes 36 seconds West for 150.75 feet; thence South 66 degrees 54 minutes 34 seconds West for 150.39 feet; thence South 69 degrees 57 minutes 31 seconds West for 150.01 feet; thence South 68 degrees 02 minutes 52 seconds West for a distance of 150.20 feet; thence South 69 degrees 11 minutes 43 seconds West a distance of 150.07 feet; thence South 67 degrees 03 minutes 45 seconds West for a distance of 150.34 feet; thence South 64 degrees 59 minutes 40 seconds West for 150.84 feet; thence South 88 degrees 53 minutes 15 seconds West for 157.58 feet; thence North 85 degrees 55 minutes West for 162.99 feet; thence North 85 degrees 55 minutes West for 192.26 feet; thence North 43 degrees 20 minutes 40 seconds West for 76.37 feet; thence North 18 degrees 06 minutes 44 seconds East for 287.62 feet; thence North 18 degrees 06 minutes 44 seconds East for 146.04 feet; thence North 68 degrees 48 minutes 42 seconds East a distance of 1,442.56 feet; thence South 79 degrees 28 minutes 22 seconds East for 34.43 feet; thence South 79 degrees 28 minutes 22 seconds East for 172.14 feet; thence North 64 degrees 31 minutes 38 seconds East for 149.65 feet; thence North 05 degrees 16 minutes 33 seconds East for 164.07 feet; thence North 54 degrees 44 minutes 17 seconds East a distance of 323.57 feet; thence North 13 degrees 17 minutes 09 seconds East a distance of 318.17 feet; thence North 50 degrees 22 minutes 03 seconds East a distance of 314.75 feet; thence North 46 degrees 37 minutes 14 seconds East a distance of 154.49 feet; thence North 31 degrees 17 minutes 51 seconds East a distance of 236.15 feet; thence North 43 degrees 20 minutes 54 seconds East for 195.52 feet; thence North 62 degrees 54 minutes 56 seconds East for 224.41 feet; thence North 81 degrees 42 minutes 53 seconds East for 100.83 feet; thence South 15 degrees 55 minutes 58 seconds East 388.81 feet; thence South 09 degrees 09 minutes 06 seconds East for 366.87 feet; thence South 01 degree 20 minutes 28 seconds West for 151.90 feet; thence South 01 degree 20 minutes 28 seconds West for 151.89 feet; thence North 79 degrees 16 minutes West for 487.40 feet, more or less, to the Southeast corner of Lot 20 of Pumpkin Creek Subdivision, as shown on the attached plat; thence South 13 degrees 14 minutes West a distance of 318.28 feet; thence South 20 degrees 04 minutes 06 seconds West for 153.76 feet; thence South 60 degrees 41 minutes 25 seconds West for 169.80 feet; thence South 48 degrees 32 minutes 58 seconds West for 279.72 feet; thence South 42 degrees 40 minutes 34 seconds West a distance of 274.32 feet; thence South 47 degrees 32 minutes 26 seconds West a distance of 163.51 feet, more or less, to the point of beginning of the property herein described. Said property being located in the Northwest Quarter and the Northeast Quarter of Sections 11 and 12, Township 16 North, Range 19 East, in Noxubee County, Mississippi.

Part SE 1/4 NE 1/4 Section 11,
Township 16, Range 19,
Harrison County, Miss.

Part Lot #2, Section 12,
Township 16, Range 19

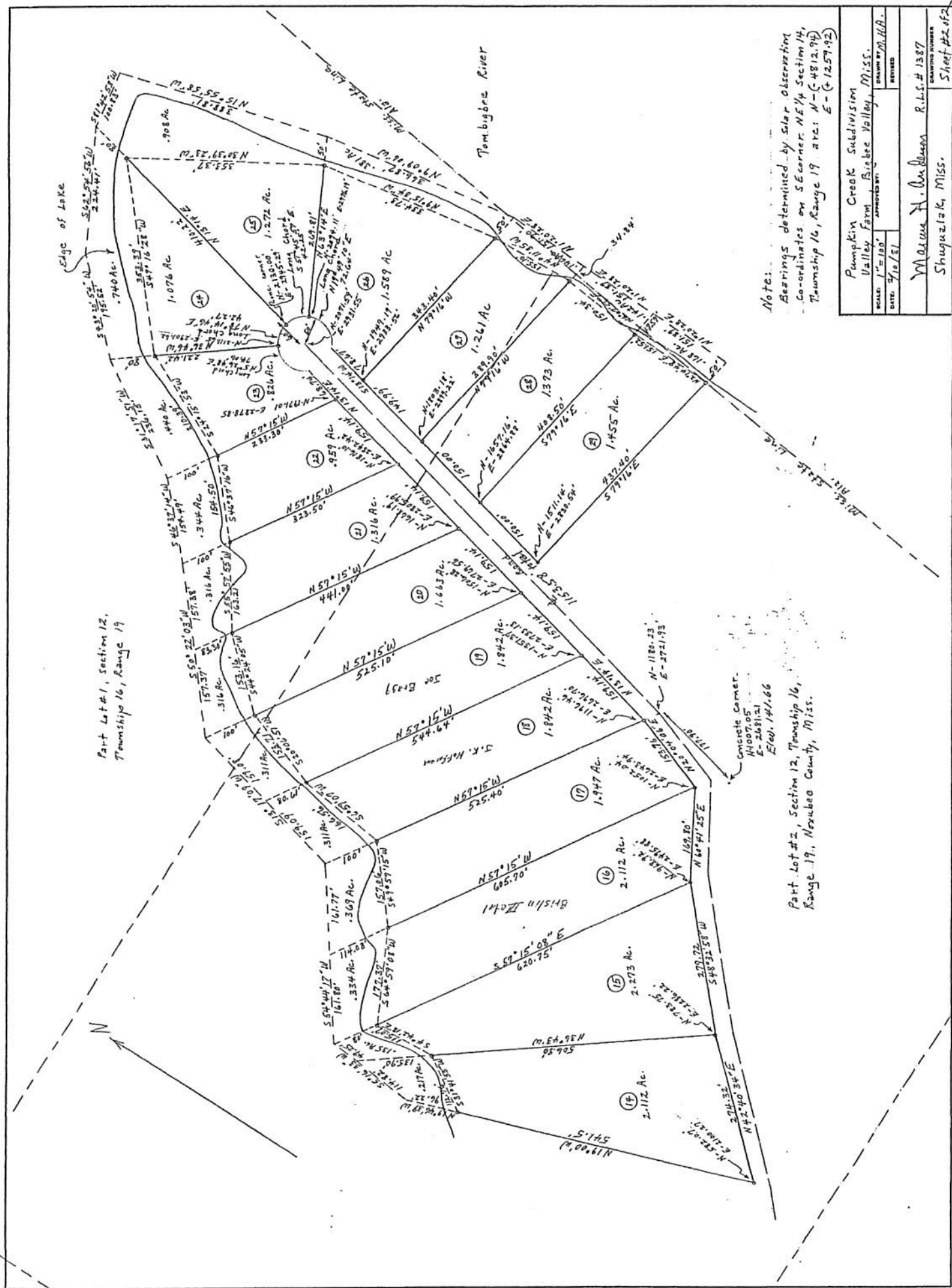
Part Lot #3, Section 12,
Township 16, Range 19

Part NE 1/4 SE 1/4 Section 11,
Township 16, Range 19

Note:

Bearings determined by star observation
Co-ordinates on SE corner NE 1/4 Section 14,
Township 16, Range 19 are N-64°48'12.94"
E-6°12'57.92"

Pumpkin Creek Subdivision Valley Farm, Bigbee Valley, Miss.	
SCALE: 1"=100'	APPROVED BY: M. H. A.
DATE: 7/10/81	REVISED:
DRAWN BY: H. Anderson	
R.L.S. #1387	
SHEET #1 of 2	



Part Lot #1, Section 12,
Township 16, Range 19

Note:
Bearings determined by solar observation
Coordinates on S.E. corner NE 1/4 Section 14,
Township 16, Range 19 are: N-64812.94
E-61257.92

Part Lot #2, Section 12, Township 16,
Range 19, Nemadji County, Miss.

Pumpkin Creek Subdivision Valley Farm, Bigbee Valley, Miss.	
SCALE: 1" = 100'	APPROVED BY: [Signature]
DATE: 9/10/51	REVISED: [Signature]
DRAWING NUMBER: R.L.S. # 1387	
SURVEYOR: [Signature]	
Sheet #2 of 2	

Pumpkin Creek Property Owners' Association

Amended Bylaws

October, 2015

- I. The regular order of business for meetings shall be the following:
 - A. Call to order and prayer
 - B. Roll call or sign in
 - C. Reading of old minutes
 - D. Treasurer's report
 - E. Road and other committee reports
 - F. Unfinished business
 - G. New business
 - H. Adjournment
- II. A quorum for conducting business transactions at a properly called meeting of the Association shall be a majority of the lots (fifteen) represented by their owners or by proxy.
- III. Robert's Rules of Order shall govern this Association in all points of Parliamentary procedure.
- IV. Dues for the Association shall be \$300 per year due October 1st, for the next calendar year. Special assessments may be warranted by a vote to pay for special projects.
- V. In all voting matters, there will be one vote per lot.
- VI. The officers of this Association shall consist of a president, a vice president, a secretary and a treasurer elected by the membership at the annual meeting for two year terms.
 - A. The president, and in his absence the vice president, shall preside at all meetings.
 - B. The secretary shall keep a true record of the proceedings of all meetings.
 - C. The treasurer shall keep a correct and detailed account of all money received and dispersed.
- VII. The Association shall consist of the following standing committees:
 - A. The Executive Committee shall consist of the president, the vice president, the secretary, the treasurer, and the committee chairs. The purpose of this committee is to carry out the purposes of the Association.

Pumpkin Creek Property Owners' Association

Amended Bylaws

October, 2015

- B. The Nominating Committee shall consist of three members appointed by the president. The purpose of this committee is to nominate a slate of officers to be voted on at the fall meeting.
- C. The Road Committee shall consist of three members selected by the property owners. Each member shall serve a three year term with one member being elected each year.
 - Duties of the Road Committee are the following:
 - 1. The Road Committee shall see that all road repairs are made when necessary, including grading, additional gravel, etc.
 - 2. The Road Committee shall keep the grass cut adjacent to the road to enhance appearance, visibility, and safety.
 - 3. The Road Committee shall be responsible for keeping the ditches clean for water flow, but only on the road right of way.
 - 4. The Road Committee shall be responsible for gate security. It is the property owner's responsibility to see that his guests, deliverymen, and repairmen get in and out. If an owner opens the gate, he is responsible for closing it. It should not be left open all night.
 - 5. The Road Committee shall maintain the boat ramp and parking area. The ramp belongs to Robert Cunningham. He lets the Association use the ramp, and in return, we maintain the area.
 - 6. The Road Committee shall report on the previous year's activities at the fall meeting and make mention of the coming year's expectations.
- VIII. The dumpster is for household garbage only. Non-household garbage (lumber, shingles, appliances, etc.) is the owner's responsibility and shall not be left at the dumpster site or along the roadside under any condition. Violators will be fined \$100 for each occurrence, in addition to cleaning up their trash.
- IX. Any expenditure greater than \$500 must have prior approval from the treasurer.
- X. These Bylaws may be amended by a majority vote of the 29 lots, provided written notice has been given at least ten days in advance of any contemplated changes.